

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: JANUARY 19, 2005

Division: TDC

Bulk Item: Yes X No

Department:

AGENDA ITEM WORDING:

Approval of an Amendment to Agreement with National Marine Sanctuary Foundation to extend Agreement for the Dr. Nancy Foster Florida Keys Environmental Center.

ITEM BACKGROUND:

PREVIOUS REVELANT BOCC ACTION:

BOCC approved original agreement at their meeting of January 21, 2004.

CONTRACT/AGREEMENT CHANGES:

Amendment to extend

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$222,500

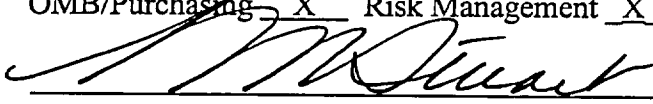
BUDGETED: Yes X No

COST TO COUNTY: \$222,500 **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


(Lynda Stuart)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # 19-3

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with:	<u>National Marine</u>	Contract #	<u> </u>
	<u>Sanctuary Foundation</u>	Effective Date:	<u>1/19/05</u>
		Expiration Date:	<u> </u>

Contract Purpose/Description:

Approval of an Amendment to Agreement with National Marine Sanctuary Foundation to extend Agreement for the Dr. Nancy Foster Florida Keys Environmental Center.

Contract Manager: Maxine Pacini 3523 TDC # 3
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on 1/19/05 Agenda Deadline 1/4/05

CONTRACT COSTS

Total Dollar Value of Contract: \$ 222,500 Current Year Portion: \$ _____
 Budgeted? Yes ☒ No ☐ Account Codes: 117-77040-530340-T47B-491-Y-530340
 Grant: \$ _____
 County Match: \$ _____ - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr For: _____
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	12/2/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Stewart</u>	12/2/04
Risk Management	12-17-04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Seese</u>	12-17-04
O.M.B./Purchasing	12/03/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Waters</u>	12/16/04
County Attorney	12/1/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Hutton</u>	12/1/04

Comments: _____

AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this ____ day of _____ 2005, between the County of Monroe (hereinafter "County") and the National Marine Sanctuary Foundation, a Michigan not-for-profit corporation headquartered in Maryland and authorized to do business in the State of Florida, hereinafter "Grantee".

WHEREAS, the parties entered into a contract on January 21, 2004, awarding \$222,500 to fund the Dr. Nancy Foster Florida Keys Environmental Center – Florida Keys Ecosystem Exhibit project to extend, remodel and improve the Florida Keys Ecosystem Exhibit; and

WHEREAS, it has become necessary to extend the Agreement for an additional period of time due to a delay in construction;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. Contract period as outlined in Paragraph 1 shall be extended to September 30, 2006.
2. The remaining provisions of the contract dated January 21, 2004, remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

National Marine Sanctuary Foundation

President

(SEAL)

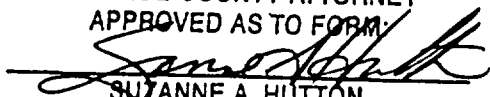
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Deputy Clerk

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date 12/01/05

Grant In Aid Award Agreement

This AGREEMENT dated the 21st day of JAN 2004, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County" or "GRANTOR," on behalf of the TOURIST DEVELOPMENT COUNCIL, hereinafter "TDC" and National Marine Sanctuary Foundation, a Michigan not-for-profit corporation headquartered in Maryland and authorized to do business in the State of Florida, hereinafter "Grantee".

WHEREAS, the third penny of Tourist Development Tax may be used to acquire, construct, extend, enlarge, remodel, repair or improve, convention centers, sports stadiums, sports arenas, coliseums, auditoriums, fishing piers, museums, zoological parks, nature centers and beaches which are publicly owned and operated or owned and operated by not-for-profit corporations, and

WHEREAS, Grantee has applied for Grant in Aid funding for the Dr. Nancy Foster Florida Keys Environmental Center – Florida Keys Ecosystem Exhibit project to extend, remodel and improve the Florida Keys Ecosystem Exhibit, hereinafter "the Property"; and

WHEREAS, the Grantor and TDC have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to extend, remodel and improve the property for use as a museum/nature center open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period January 21, 2004 through April 30, 2005. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 and 13 below. All work for which grant funds are to be expended must be completed by the stated termination date.

2. SCOPE OF AGREEMENT. The Grantee shall provide materials and services to include design, production, and project management as are required to produce and install the exhibit items for the Visitor Center which would include Center Sign; Entrance Wall Art; Habitat Signage; Outdoor Welcome Signage; Lobby Banners; map/model of center; Information Area Brochures; Self-help; counter and graphics.

This project shall be completed and invoices submitted to the County Finance Department no later than April 30, 2005. The Grant in Aid funds must be expensed in the fiscal year ending September 30, 2005. No funds will be available for use for this project agreement after September 30, 2005.

The Grantee shall designate a project manager if no licensed architect, engineer or general contractor is involved in the project. If the project is performed by County or City personnel, the project manager shall be the Engineer, Building Official or Construction Manager of that local government agency. This designation must be made and notice pursuant to paragraph 20 provided to TDC/County prior to commencement of work covered by this agreement. Documentation of said notice shall be submitted in the first payment application.

Should any signage be erected acknowledging the development of the project, said signage shall acknowledge the Tourist Development Council of Monroe County.

If the amount of award exceeds \$25,000, the Grantee agrees to dedicate the project property for a period of ten years, absent any acts not in control of the Grantee such as hurricane or terrorist damage, to the public purpose for which the funds are hereunder to be paid by County. If, project does not encompass structural improvements to real property and for any reason the project property ceases such public purpose use before the expiration of the ten years, the personalty (property other than realty) acquired under this agreement shall be delivered to the County or a not-for-profit organization which shall use the items for purposes which are related to the promotion of tourism in Monroe County.

3. **AMOUNT OF AGREEMENT AND PAYMENT.** The Grantor shall provide an amount not to exceed \$222,500 for materials and services used to extend, remodel and improve the property. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a) Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary- AIA Document G702, invoices, canceled checks and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received and applied to the property matching funds equivalent to or greater than the amount invoiced to the Grantor. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual. Grantee shall also provide partial releases of liens if applicable. Grantor shall retain 10% of any payment on work in progress until the Grantee has provided a Final Release of Lien for each vendor/Contractor for whom payment is requested. Final payment will not be made until the following documents are complete and submitted to the Grantor:

AIA Document	G-702	Application for Payment Summary
AIA Document	G-704	Certificate of Substantial Completion
AIA Document	G-706	Contractor's Affidavit of Debts & Claims
AIA Document	G-706A	Contractor's Affidavit of Release of Liens
AIA Document	G-707	Consent of Surety to Final Payment
Final Release of Lien		
Affidavit and Partial Release of Lien		

b) Matching funds in an amount no less than the funds provided under this agreement are required to be applied to the project. Application of matching funds requires actual payment of the matching funds. Mere obligation through execution of a contract or approval of a budget item to be paid from matching funds will not suffice. In order for funds to be deemed matching, they shall have been expended for the services and materials required for the specific project described in the Scope of Services paragraph. Any funds applied to any use on the real property other than the project shall not be used as matching funds required under this agreement. In order to be considered matching funds for the project funded by grant under this agreement, the matching funds must be applied to the project during the term of this agreement.

c) Documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project architect, engineer, general contractor or project manager. The receipt and application to the project of volunteer labor are to be documented and verified by notarized signature of the project architect, engineer, general contractor or project manager, and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in the schedule of values attached hereto and incorporated herein as Exhibit A which are sought to be reimbursed and shall indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager. Photographs showing progress on project shall be included in any payment request.

c) Funding granted under this Grant in Aid Agreement must be expended by the County no later than September 30, 2005. Any amount of the grant funds not expended by County by that date shall no longer be available to Grantee, unless prior to April 30, 2005, an amendment extending this agreement has been approved in writing and executed by both parties.

4. REPORTS. The Grantee shall provide financial reports in summary of activity on forms provided or approved by the TDC, and quarterly narrative reports of activity under the approved work plan. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of the Grantee to maintain appropriate records to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all reasonable and uncured audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives and which are not cured within a reasonable period of time. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not

renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

5. **MODIFICATIONS AND AMENDMENTS.** Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County.

6. **INDEPENDENT CONTRACTOR.** At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

7. **COMPLIANCE WITH LAW.** In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. **RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT.** The Grantee shall include in all agreements funded under this agreement the following terms:

- a) **Anti-discrimination.** Contractor agrees that they will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.
- b) **Anti-kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in contractor. For breach or violation of this warranty, the Contractor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the Project.
- c) **Hold harmless/indemnification.** Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not

limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of Contractor in the performance of the terms of this agreement. The Contractor shall immediately give notice to the County of any suit, claim or action made against the Contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related this agreement.

d) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Contractor, the County and the TDC shall be named as additional insured, exempt workers compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, Contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage's are in effect.

All insurance certificates should be mailed directly to:

**Monroe County Board of County Commissioners
C/O Risk Management
1100 Simonton Street
Room 2-277
Key West, FL 33040**

Re-imburement shall not move forward until the above insurance certificates have been received and approved by the County Risk Management Department.

e) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

9. **HOLD HARMLESS/INDEMNIFICATION.** The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly from the negligence of Grantee in the performance of services under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

10. **ANTI-DISCRIMINATION.** The Grantee agrees that they will not discriminate against any of their employees or applicants for employment or against persons for any benefit or service because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

11. **ANTI-KICKBACK.** The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. **TERMINATION.** This agreement shall terminate on April 30, 2005. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Applicant. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination. If the Agreement does not receive an approved extension beyond the grant agreement period, as defined in-paragraph 1, the grant in aid funds will expire on the fiscal year ending date of September 30, 2005.

13. **TERMINATION FOR BREACH.** The Grantor may immediately terminate this agreement for any breach of the terms contained herein which are not cured within ten days of notice by Grantor or its designated agent of said breach. Such termination shall

take place immediately upon receipt of written notice of said termination. Grantee shall be given notice of any breach by Grantor or its designated agent and failure of Grantee to cure such breach to the reasonable satisfaction of Grantor within 10 days of its receipt of notice shall be a basis for immediate termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment by is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. **CONSENT TO JURISDICTION.** This agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida, and both parties agree that the proper venue for any actions shall be in Monroe County.

16. **ETHICS CLAUSE:** Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

17. **PUBLIC ENTITY CRIME STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on a agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

18. **AUTHORITY:** Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee, and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. **LICENSING AND PERMITS:** Grantee warrants that it or any contractor it shall hire shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

20. **INSURANCE:** Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of insurance showing that the aforesaid insurance coverage's are in effect.

All insurance certificates should be mailed directly to:

**Monroe County Board of County Commissioners
C/O Risk Management
1100 Simonton Street
Room 2-277
Key West, FL 33040**

Re-imbusement shall not move forward until the above insurance certificates have been received and approved by the County Risk Management Department.

21. **NOTICE.** Any written notice to be given to either party under this agreement or related hereto shall be addressed and delivered as follows:

For Grantee: Lori Arguelles
8601 Georgia Avenue
Silver Spring, MD 20910

For Grantor: Lynda Stuart
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040
and
Suzanne Hutton, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be
executed the day and year first above written.

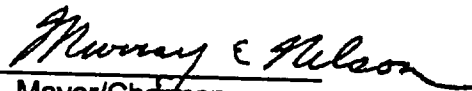
(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:


Deputy Clerk

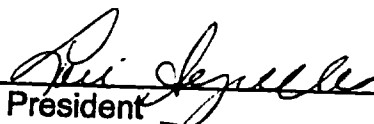
By:


Mayor/Chairman

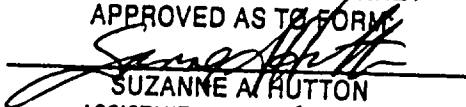
(SEAL)

National Marine Sanctuary Foundation

By:


President
Executive Director

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 12/16/03

PART V:

PROJECT BUDGET AND TIMETABLE - ALL PROJECTS

1. **Cost Estimates:** List all major work items and the estimated costs of each. If the project is phased, segregate clearly those costs for the phase to be assisted by the TDC funds requested. All phases and total estimated cost of the entire project must be listed here.

The exhibit budget is attached indicating Phase I and Phase II components and contract dates for each. Funds requested are indicated in bold.

Total cost of phase/project for which funds are requested: (not to exceed 50% of the total project cost:

a)Phase	\$767,500
b)Project	\$2,300,000

Percentage of TDC funds requested of Total Budget: (not to exceed 50% of the total project cost)

a)Phase	29%
b)Project	9%

2. Confirmation that signed, sealed bid process was utilized for acquiring architectural services, or that project does not require architectural services.

Guldry/Beazley has performed its work through an Indefinite Quantity Contract with the National Oceanic and Atmospheric Administration (NOAA).

3. **Matching Funds.** List the sources and amounts of confirmed matching funds. (For items involving personnel, include the number of hours to be spent on the project activities and their per-hour value). These funds must not be expended before execution of a Capital Project Agreement. Prior donated services or expenditures are not acceptable as match for grant funds. No more than fifty (50%) percent of matching funds or twenty-five (25%) percent of the total project shall be in-kind services.

- a) **Hard-dollar National Fish and Wildlife Foundation - \$245,000,**
Department of Interior/National Park Service - \$250,000 and
Sanctuary Friends of the Florida Keys - \$50,000
- b) **In-Kind (50%) limit: None**

Total confirmed matching Hard-dollar funds: **\$545,000**

Total confirmed matching In-kind funds: **\$0**

This amount should equal or exceed TDC Funds requested.

PART V
Question 1: Project Budget

Jancy Foster
Orlando Keys Environmental Center
Bldg Budget Estimate
at 11, 2008

	(Phase I)	(Phase II)	(Misc.)	(General Exhibits)	(AV Production)	(AV Hardware)	(Show Production)
1 Center Sign	\$25,000			\$25,000			
2 Entrance Wall Art		\$75,000		75,000			
3 Habitat Signage	5,000			5,000			
4 Outdoor Welcome Signage	5,000			5,000			
5 Lobby Banners	15,000			15,000			
6 Store							
7 Map/Model	30,000			30,000			
8 Information Area							
a. Brochures (6)	7,500			7,500			
b. Self-Help (2)	30,000			30,000			
c. Counter	25,000			25,000	20,000	10,000	
d. Graphics	5,000			5,000			
9 Exhibit Signage/Scrims	15,000	15,000		30,000			
10 Timelapse	200,000	350,000		550,000			
11 Interactive Rails	32,000			32,000			
12 Sealsab	75,000			75,000			
13 Interactive Videos	100,000	50,000		150,000			
14 Sealsab Videos	50,000	50,000		100,000	120,000	30,000	
15 Show Queens		25,000		25,000	70,000	30,000	
16 Show Back							
17 Show Production							
18 Show Hardware		400,000					
19 Weather Kiosk		230,000					
20 You Be the Manager	15,000	15,000	30,000			250,000	\$400,000
a. Kiosks (2)		5,000		5,000			
b. Hardware		6,000		6,000			
c. Production		12,000					
21 Partner Agency Exhibit	45,000				12,000	6,000	
22 Project Management	50,000	125,000		175,000			
23 Shipping	15,000	20,000		35,000		20,000	
24 Installation	75,000	125,000		200,000		5,000	
	\$819,500	\$1,523,000		1,663,000		35,000	
Total (Phase I, II):	\$2,342,500		\$30,000	\$1,304,500	\$222,000	\$386,000	\$400,000
Bld Dates:			November, 2004	August, 2004	August, 2004	November, 2004	January, 2004

Projected in-kind services and goods shall be allocated the following values, subject to negotiation with TDC/County. List here all such anticipated values:

none

4. **Outline of expansion opportunity for acquiring further match grants.**

The project is planned as a public-private partnership. Public funds have been secured to build the facility and pay for a limited number of exhibits. Funds to cover the remaining exhibit costs will be sought from private sources including corporations, foundations and individuals. A three-pronged committee structure to secure national, state and local funds has been created. An honorary committee has already been established to help in the fundraising efforts. This committee is being chaired by Congresswoman Ileana Ros-Lehtinen. Additionally, two local co-chairs Bob Holston and Cece Roycraft have agreed to take the lead in efforts to secure funds. A number of special events will be held to help raise awareness about the project and funds. A wide-range of recognition opportunities have been developed including naming opportunities for individual exhibits and the multi-media theater.

1996 Edition

MONROE COUNTY, FLORIDA

Request For Waiver
of
Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: National Marine Sanctuary Foundation _____

Contract for: Dr. Nancy Foster Florida Keys Environmental Center—Florida Keys Ecosystem Exhibit

Address of Contractor: 8601 Georgia Avenue, Suite 201
Silver Spring, MD 20910

Phone: (301) 608-3040

Scope of Work: The National Marine Sanctuary Foundation shall provide materials and services to include design, production, and project management as are required to produce and install the exhibit items for the Visitor Center which would include Center Sign; Entrance Wall Art; Habitat Signage; Outdoor Welcome Signage; Lobby Banners; map/model of center; Information Area Brochures; Self-help; counter and graphics.

Reason for Waiver: The National Marine Sanctuary Foundation has no employees based in Florida, thus the state's Workman's Compensation rules do not apply. The NMSF does have a policy based on Maryland statutes. In addition, the NMSF will ensure that all sub-contractors carry workman's compensation insurance in their state of origin.

Policies Waiver will apply to: Workman's Compensation

Signature of Contractor: *Debi St. Jacques*

Approved *✓*

Not Approved _____

Risk Management: *Bill Graham*

Date: *1/9/04*

County Administrator Appeal:

Approved _____

Not Approved _____

Date: _____

Board of County Commissioners Appeal:

Approved _____

Not Approved _____

Meeting Date: _____

Administration Instruction
#4709.2

MONROE COUNTY, FLORIDA

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Reason for Waiver: The National Marine Sanctuary Foundation neither owns nor leases any vehicles. In addition, the NMSF will ensure that all sub-contractors who use automobiles as relevant to this project, provide their own auto insurance.

Policy Waiver will apply to: Auto Insurance Liability

Signature of Contractor: Joe A. Aguella _____

Approved ☒ Not Approved _____

Risk Management: Bill Jenkins _____

Date: 1/9/04 _____

County Administrator Appeal:
Approved _____ Not Approved _____

Date: _____

Board of County Commissioners Appeal:
Approved _____ Not Approved _____

Meeting Date: _____

Administration Instruction
#4709.2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (989) 354-3185

FAX (989) 354-2364

DATE (MM/DD/YYYY)
01/09/2004

Lappan Agency, Inc.
180 South Ripley Blvd.
Alpena, MI 49707
Steven Lappan

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED National Marine Sanctuary Foundation
8601 Georgia Avenue
Suite 201
Silver Spring, MD 70910

INSURERS AFFORDING COVERAGE

INSURER A:	NAIC #
Cincinnati Insurance Co.	10677
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	CPP0737718	08/15/2003	08/15/2004	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY				GENERAL AGGREGATE \$ 2,000,000
	ANY AUTO				PRODUCTS - COMP/OP AGG \$ 2,000,000
	ALL OWNED AUTOS				
	SCHEDULED AUTOS				
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	ANY AUTO				
	EXCESS/UMBRELLA LIABILITY				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
	DEDUCTIBLE				
	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				
	If yes, describe under SPECIAL PROVISIONS below				
	OTHER				

APPROVED BY RISK MANAGEMENT
BY [Signature]
DATE 1-28-04
WAIVER N/A ☒ YES

COMBINED SINGLE LIMIT (Ea accident)	\$
BODILY INJURY (Per person)	\$
BODILY INJURY (Per accident)	\$
PROPERTY DAMAGE (Per accident)	\$
AUTO ONLY - EA ACCIDENT	\$
OTHER THAN AUTO ONLY: EA ACC	\$
AGG	\$
EACH OCCURRENCE	\$
AGGREGATE	\$
	\$
	\$
	\$
	\$
WC STATUTORY LIMITS	
OTH-ER	
E.L. EACH ACCIDENT	\$
E.L. DISEASE - EA EMPLOYEE	\$
E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
It is hereby agreed and understood that the Monroe County Tourist Development Council and the Monroe County Board of County Commissioners are additional insured but only as this policy provides.

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
C/O Risk Management
1100 Simonton Street
Room 2-277
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Steven Lappan